



2002 EXTENSION AGREEMENT TO THE NATIONAL AFTRA PUBLIC TELEVISION AGREEMENT

This Extension Agreement reflects the complete understanding reached between the parties. As soon as practicable, this Extension Agreement will be reduced to formal contract language. The language in the Extension Agreement is not contract language, except where the context clearly indicates otherwise.

The provisions of the Extension Agreement represent modifications to the current Agreement between the parties, *i.e.*, the 1998- 2002 National AFTRA Public Television Agreement. Except as modified herein, the term of the current Agreement between these parties shall remain the same, subject to conforming changes.

The provisions herein shall be effective as of the dates hereinafter set forth.

1. **PREAMBLE**

Add the following language:

This Agreement covers all motion pictures that are produced by the Public Television companies, KCET, WGBH and WNET (the Companies) or developed by Companies where such productions are produced by a third party and for which the Companies exercise the following controls with respect to bona fide independent productions:

Approval of script, overall budget and principal locations, Producer, Director, principal cast and key personnel, technical items (e.g. length, rating, aspect ratio), revenue participations, product placement.

2. **TERM**

The term of the Extension shall be for three (3) years commencing on November 16, 2002 and ending on November 15, 2005.

3. **RATES AND FEES**

Increase retroactively all rates as follows:

September 1, 2003	3.5%
July 1, 2004	3%
July 1, 2005	3%

4. **PROGRAM EXCERPTS AND USES**

A. Amend Paragraph 7, A. 4., to increase the length of an excerpt for promotional purposes from 1 minute to 2 minutes.

B. Add a new Paragraph A.9., as follows: Payment of the initial minimum compensation shall give the Producer the right to use excerpts from covered programs produced under this or any prior Public Television Agreement for delivery to schools and students, (including pre-schools and day care centers) by way of the Internet or otherwise, for use as part of a Public Television Company created curriculum (e.g., Teachers' Domain and Oncourse). For example, if WGBH creates a lesson plan on the Civil War, clips from different Civil War programs would be shown in conjunction with written material. Such use shall include an acknowledgement to AFTRA for permitting the use of such clips.

In no event shall any such excerpt exceed six (6) minutes in length.

This provision shall sunset upon the expiration of this Extension in order to review the applicability of this provision during the term.

5. HEALTH AND RETIREMENT FUNDS

Contributions to the AFTRA Health and Retirement Fund shall be made in accordance with percentages and caps set forth in Paragraph 102 of the AFTRA Network Television Code.

6. LIMITATION ON USE AND SUPPLEMENTAL MARKETS

Amend Paragraph 24.A.2., to provide that in the event a program is exhibited on the Internet on a subscription or per picture basis, and when there are payments in exchange for the right to view the program for a fixed or limited period of time, like a program made for pay television, then the definition of Pay Television in the PTV Agreement shall be deemed to include the Internet. The percentage of distributor's gross receipts paid for pay television exhibition shall also be made for such Internet exhibition. This percentage rate for Internet exhibition shall be 3.6%, inclusive of the Health and Retirement contribution, for all types of programs. If a program is exhibited on the Internet only and not also on Pay Television, the differential payment that is ordinarily due would not be paid until such time as other supplemental market payments would become due. For new programs produced and exhibited in the manner set forth above and for license agreements for Internet only which are entered into on or after June 1, 2004, the applicable percentage shall be 3.6% plus the applicable Health and Retirement contribution.

This provision shall sunset upon the expiration of this Extension in order to review the applicability of this provision during the term.

7. ADDITIONAL COMPENSATION/DTV

Renew Paragraph 6.G., which sunsetted upon the expiration of the 1998 – 2002 National PTV Agreement. Further provide that this provision shall permit the use on digital cable. This provision shall sunset upon the expiration of this Extension.

8. COMPENSATION/PROGRAM RIGHTS

Amend Paragraph 5.E., to provide for an alternate initial release pattern. Producer shall have the option of either paying pursuant to the current existing provision (4 releases within 3 years, with a release defined as multiple broadcasts within a 7 consecutive day period) or, by paying an additional 15% of the applicable rate at the time of initial employment, a release shall be defined as multiple broadcasts within 14 consecutive days. This is for the initial release period only and such election must be made at the time of the engagement. This provision shall sunset upon the expiration of this Extension in order to review the applicability of this provision during the term.

9. ADDITIONAL COMPENSATION/INTERNET STREAMING

Amend Paragraph 6.H., by adding the following new paragraph, which would allow clips to be used on the Internet for news or educational purposes:

Clips of two (2) minutes or less may also be used on other web sites where such use is limited to news or educational purposes and no payment is made for such use.

This provision shall sunset upon the expiration of this Extension in order to review the applicability of this provision during the term.

**SIGNATURE PAGE
FOR THE
EXTENSION TO THE
NATIONAL
AFTRA
PUBLIC TELEVISION AGREEMENT
1998-2001**

By: _____
AFTRA National Executive Director

By: _____
AFTRA Local Executive Director

Agreed and Accepted:

By: _____

Name: _____

Station: _____

Address: _____

Date: _____